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MONTANA ELEVENTH JUDICIAL DISTRICT COURT  
FLATHEAD COUNTY

THE HANOVER INSURANCE  
GROUP as subrogee of Whitefish  
Marine and Powersports,

Plaintiff,

vs.

TIGE BOATS, INC. and JOHN DOES  
I-X,

Defendants.

Cause No. DV-21-1124

Dept. No.

Hon. Dan Wilson

COMPLAINT AND DEMAND  
FOR JURY TRIAL

Plaintiff, The Hanover Insurance Group as subrogee of Whitefish Marine and Powersports, for its Complaint against Defendant Tige Boats, Inc., states as follows:

**Nature of the Action**

1. This is a property damage cause of action pursuant to common law negligence and strict products liability.

**Parties**

2. At all times relevant, The Hanover Insurance Group (hereafter "Hanover") was a Massachusetts insurer that is authorized to and has conducted business in Montana. Hanover provided insurance to Whitefish Marine and

Powersports (“Whitefish Marine”). As a result of payments under its policy with Whitefish Marine, Hanover has a subrogation interest in this claim, as detailed below.

3. Whitefish Marine owns two speed boats (the “Subject Boats”) that were manufactured by Tige Boats, Inc. (“Tige”).

4. Hanover provided insurance for the Subject Boats.

5. At all times relevant, Tige is and was a company duly authorized to sell its boats to users in Montana.

6. At all times relevant, Tige, is and was a company holding itself out as a boat manufacturer and a corporation domiciled in the State of Texas.

#### **Jurisdiction and Venue**

7. Jurisdiction is proper in this Court as a court of general jurisdiction.

8. This Court has personal jurisdiction over Defendant Tige pursuant to Mont. R. Civ. P. 4, as at all times relevant, Tige was a company transacting business in Montana.

9. Venue is proper in this Court pursuant to Mont. Code Ann. § 25-2-122 because the occurrence at issue occurred in Flathead County, Montana, and Whitefish Marine resides in Flathead County, Montana with a principal office located within Flathead County, Montana.

#### **Factual Allegations**

10. Whitefish Marine purchased the Subject Boats in 2019.

11. The Subject Boats were new at the time of purchase.

12. Whitefish Marine is engaged in the business of renting out boats to customers for use on Whitefish Lake in Flathead County.

13. The Subject Boats were rented by separate customers on July 10, 2020, and July 26, 2020, respectively.

14. On July 27, 2020, and July 28, 2020, respectively, the Subject Boats were found to have sunk while docked at their slips.

15. Subsequent investigation of the loss of the Subject Boats determined that the boats sunk as a result of a design and/or manufacturing defect.

16. Specifically, the Subject Boats sunk because of broken electric ballast pumps. These pumps are connected to a water intake valve, and the connection between the pump and the intake valve broke, allowing water to infiltrate the boat.

17. The valves and their connections to the ballast pumps were defective and/or unreasonably dangerous and susceptible to failure.

18. As a direct and proximate result of the above-referenced defects, the Subject Boats sank and suffered damage.

19. As a consequence of the damage to property, Whitefish Marine submitted claims to Hanover for payment of all damages related to the Subject Boats, based upon its policy of insurance with Hanover.

20. Pursuant to its policy of insurance, Hanover made payments to Whitefish Marine for all property damage related to the above-described damage and Hanover is subrogated to the extent of its payments.

## **COUNT I**

### **(Negligence)**

21. Plaintiff refers to paragraphs 1 through 20 of this Complaint and re-alleges and incorporates same herein as though fully set forth as Paragraph 21 herein.

22. Tige owed a duty to Whitefish Marine to design and manufacture the Subject Boats so that they would be free of defect and safe for use.

23. Damage to the Subject Boats was foreseeable to Tige.

24. Tige breached its duties in one or more of the following ways:

a. Selecting improper materials for the valves and pump fittings, thereby making the Subject Boats unreasonably dangerous and susceptible to failure.

b. Configuring the ballast pump and intake valve connection in such a way that it made the Subject Boats unreasonably dangerous and susceptible to failure.

c. Was otherwise negligent as will be determined through discovery.

25. As a direct and proximate result of Tige's negligence, Plaintiff's subrogor suffered damages when Tige failed to properly design and manufacture the Subject Boats.

26. Whitefish Marine was damaged when the Subject Boats sunk.

27. Plaintiff became subrogated to Whitefish Marine's claims to the extent that Plaintiff paid Whitefish Marine pursuant to obligations in the insurance policy.

## **COUNT II**

### **(Product Liability – Common Law and Mont. Code Ann. § 27-1-719)**

28. Plaintiff refers to paragraphs 1 through 27 of this Complaint and realleges and incorporates same herein as though fully set forth as Paragraph 28 herein.

29. Tige designed and manufactured the Subject Boats and/or held itself out as the designer and/or manufacturer of the subject boats.

30. The Subject Boats were both defective.

31. The defective conditions existed at the time the Subject Boats left Tige's control.

32. The defective conditions rendered the Subject Boats unreasonably dangerous.

33. The Subject Boats did not undergo significant changes from the time they left the possession and control of Tige.

34. The defective conditions, namely, the defective water intake valve to ballast pump connection, was the proximate cause of the sinking of the Subject Boats.

35. Whitefish Marine was damaged as a result of the sinking of the Subject Boats.

36. Plaintiff became subrogated to Whitefish Marine's claims to the extent that Plaintiff paid Whitefish Marine pursuant to obligations in the insurance policy.

**RELIEF**

WHEREFORE, Plaintiff The Hanover Insurance Group as subrogee of Whitefish Marine and Powersports, prays for Judgment against Defendant Tige Boats, Inc. as follows:

1. For all special, general, and other damages;
2. For judgment in favor of Plaintiff and against Defendant Tige Boats, Inc. in the amount of \$140,000.00;
3. For attorney fees and costs incurred herein as allowed by law;
4. For such other and further damages and relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff respectfully demands trial by jury on all issues so triable.

DATED this 21 day of September 2021

SCHULTE LAW FIRM P.C.

By



Dwight J. Schulte  
Attorney for Plaintiff